

# EXHIBIT 3

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**From:** Lacey, Catherine <clacey@wsgr.com>  
**Sent:** Wednesday, January 4, 2023 12:36 PM  
**To:** Kirsten Dooley  
**Cc:** Bal, Colleen; Noah Hagey; Hendelman, Aaron; Mitchell Stein  
**Subject:** RE: Tari v Taro

\*\*\* EXTERNAL MESSAGE \*\*\*

Dear Kirsten,

Thank you for the response. We accept the two-week extension until January 24, 2023 with the understanding that this is without prejudice to any of Lightning's rights, counterclaims, or defenses other than those premised on Tari Labs not having properly served Lightning. We will follow up with a proposed stipulation. To be clear, Lightning disputes the various statements in your email regarding infringement and remedies, and Lightning disputes that it has engaged in any actionable conduct against Tari Labs.

We also understand that you filed a declination to proceed before the Magistrate Judge, but this declination was not served through us or otherwise on Lightning to our knowledge. As you likely know, service of papers on Lightning was required under Federal Rule of Civil Procedure 5(a)(1). Going forward, please ensure all papers Tari Lab submits are served on Lightning. We also understand the case has been reassigned to Judge Orrick and all previously scheduled hearings vacated. Has the Court set a new case management conference?

Regards,  
Caty

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**Catherine Lacey | Of Counsel | Wilson Sonsini Goodrich & Rosati**  
1 Market Street, Spear Tower, Suite 3300 | San Francisco, CA 94105-1126 | direct: 415.947.2105 | [clacey@wsgr.com](mailto:clacey@wsgr.com)

**From:** Kirsten Dooley <[Dooley@braunhagey.com](mailto:Dooley@braunhagey.com)>  
**Date:** December 22, 2022 at 7:32:36 PM CST  
**To:** "Bal, Colleen" <[cbal@wsgr.com](mailto:cbal@wsgr.com)>, Noah Hagey <[hagey@braunhagey.com](mailto:hagey@braunhagey.com)>, "Hendelman, Aaron" <[ahendelman@wsgr.com](mailto:ahendelman@wsgr.com)>  
**Cc:** Mitchell Stein <[Stein@braunhagey.com](mailto:Stein@braunhagey.com)>  
**Subject:** RE: Tari v Taro

EXT - [dooley@braunhagey.com](mailto:dooley@braunhagey.com)

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Dear Colleen,

Thank you for your email. To confirm, we served your client's Delaware agent on Tuesday, December 20. Your current deadline to answer or otherwise respond to the complaint is January 10. While we are not averse to extending professional courtesy when it comes to extensions, we are concerned about your client's continued and ongoing use of its infringing mark, as reflected in recent press coverage. See, e.g., <https://www.coindesk.com/consensus-magazine/2022/12/19/the-10-biggest-developments-in-bitcoin-in-2022/>; <https://finance.yahoo.com/news/built-bitcoin->

<2022-top-bitcoin-140000596.html>. Continuous and escalating coverage of the infringing mark show that our client's damages are growing daily.

For this reason, we would be willing to grant a limited extension—two weeks, until Jan 24, provided that Lightning Labs waives any defenses based on lack of service or improper service. The foregoing is without prejudice to, and we expressly reserve our right to, seek a preliminary injunction and/or expedited discovery.

We'd also like to propose a Rule 26(f) conference for Friday, Jan 27 or Monday, Jan 30, with the parties filing their joint report the following week.

Please advise. Thanks.

Kirsten Dooley  
B R A U N H A G E Y & B O R D E N L L P  
Direct: (646) 880-3303

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**From:** Bal, Colleen <[cbal@wsgr.com](mailto:cbal@wsgr.com)>  
**Sent:** Friday, December 16, 2022 2:30 PM  
**To:** Noah Hagey <[hagey@braunhagey.com](mailto:hagey@braunhagey.com)>; Hendelman, Aaron <[ahendelman@wsgr.com](mailto:ahendelman@wsgr.com)>  
**Cc:** Kirsten Dooley <[Dooley@braunhagey.com](mailto:Dooley@braunhagey.com)>; Mitchell Stein <[Stein@braunhagey.com](mailto:Stein@braunhagey.com)>  
**Subject:** Re: Tari v Taro

\*\*\* EXTERNAL MESSAGE \*\*\*

Hi Noah, sending this again in case you missed it. Thanks, Colleen

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**From:** Colleen Bal <[cbal@wsgr.com](mailto:cbal@wsgr.com)>  
**Date:** Wednesday, December 14, 2022 at 1:14 PM  
**To:** Noah Hagey <[hagey@braunhagey.com](mailto:hagey@braunhagey.com)>, "Hendelman, Aaron" <[ahendelman@wsgr.com](mailto:ahendelman@wsgr.com)>  
**Cc:** Kirsten Dooley <[Dooley@braunhagey.com](mailto:Dooley@braunhagey.com)>, Mitchell Stein <[Stein@braunhagey.com](mailto:Stein@braunhagey.com)>  
**Subject:** Re: Tari v Taro

Thanks, Noah. Nice to meet you by email.

Can you tell how you served so we can give our client the heads up?

We'll prepare a stip for the extension so we can get this past the holidays. Are you okay with the 60 day proposal?

Regards,  
Colleen

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**From:** Noah Hagey <[hagey@braunhagey.com](mailto:hagey@braunhagey.com)>  
**Date:** Tuesday, December 13, 2022 at 10:46 AM  
**To:** "Hendelman, Aaron" <[ahendelman@wsgr.com](mailto:ahendelman@wsgr.com)>  
**Cc:** Colleen Bal <[cbal@wsgr.com](mailto:cbal@wsgr.com)>, Kirsten Dooley <[Dooley@braunhagey.com](mailto:Dooley@braunhagey.com)>, Mitchell Stein <[Stein@braunhagey.com](mailto:Stein@braunhagey.com)>  
**Subject:** RE: Tari v Taro

EXT - [hagey@braunhagey.com](mailto:hagey@braunhagey.com)

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Thanks Aaron. I believe we sent the packet out for service, so this shouldn't be necessary. But we are happy to work with your team on an extension if you require one. Best,

Noah

J. Noah Hagey  
Managing Partner  
**B R A U N H A G E Y & B O R D E N L L P**  
Direct: (415) 599-0211  
Cell: (510) 332-7823

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**From:** Hendelman, Aaron <[ahendelman@wsgr.com](mailto:ahendelman@wsgr.com)>  
**Sent:** Monday, December 12, 2022 1:31 PM  
**To:** Noah Hagey <[hagey@braunhagey.com](mailto:hagey@braunhagey.com)>  
**Cc:** Bal, Colleen <[cbal@wsgr.com](mailto:cbal@wsgr.com)>  
**Subject:** RE: Tari v Taro

\*\*\* EXTERNAL MESSAGE \*\*\*

Dear Noah,

Thanks again for the call and email.

We can agree to accept service if you agree to stipulate to an additional 39 days to respond to the complaint (for a total of 60 days). If that is acceptable, we will prepare the proposed stipulation.

Let me introduce my SF-based partner Colleen Bal. Colleen will be handling the case moving forward.

We're discussing the matter further with the client and will plan to get back once we have additional input.

Aaron

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**From:** Noah Hagey <[hagey@braunhagey.com](mailto:hagey@braunhagey.com)>  
**Sent:** Friday, December 9, 2022 1:07 PM  
**To:** Hendelman, Aaron <[ahendelman@wsgr.com](mailto:ahendelman@wsgr.com)>  
**Subject:** RE: Tari v Taro

EXT - [hagey@braunhagey.com](mailto:hagey@braunhagey.com)

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Aaron,

As discussed, attached is Tari's summons and complaint filed following our conversation. Drop me a line next week if you would like to discuss.

Meanwhile, please let me know if you agree to accept this email as service of the complaint and summons. Happy to coordinate around your timing for response and related administrative matters.

Also, although we assume this already happened, please confirm your client has issued a litigation hold of any management, staff, engineers, sales persons, etc., who have information regarding LL's Taro project, customers, users, plans, markets, etc. Best,

Noah

J. Noah Hagey  
Managing Partner  
**B R A U N H A G E Y & B O R D E N L L P**  
Direct: (415) 599-0211  
Cell: (510) 332-7823

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**From:** Hendelman, Aaron <[ahendelman@wsgr.com](mailto:ahendelman@wsgr.com)>  
**Sent:** Thursday, December 8, 2022 2:30 PM  
**To:** Noah Hagey <[hagey@braunhagey.com](mailto:hagey@braunhagey.com)>  
**Subject:** RE: Tari v Taro

\*\*\* EXTERNAL MESSAGE \*\*\*

206-883-2514

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**From:** Noah Hagey <[hagey@braunhagey.com](mailto:hagey@braunhagey.com)>  
**Sent:** Thursday, December 8, 2022 12:59 PM  
**To:** Hendelman, Aaron <[ahendelman@wsgr.com](mailto:ahendelman@wsgr.com)>  
**Subject:** RE: Tari v Taro

EXT - [hagey@braunhagey.com](mailto:hagey@braunhagey.com)

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Thanks, Aaron. 4pm works. Please send your cell or best number to reach you.

J. Noah Hagey  
Managing Partner  
**B R A U N H A G E Y & B O R D E N L L P**  
Direct: (415) 599-0211  
Cell: (510) 332-7823

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**From:** Hendelman, Aaron <[ahendelman@wsgr.com](mailto:ahendelman@wsgr.com)>  
**Sent:** Thursday, December 8, 2022 12:31 PM  
**To:** Noah Hagey <[hagey@braunhagey.com](mailto:hagey@braunhagey.com)>  
**Subject:** RE: Tari v Taro

\*\*\* EXTERNAL MESSAGE \*\*\*

Noah,

Thanks for your email.

Glad to connect. Would 4 or 4:30 work? Will have more time tomorrow if neither good.

Aaron

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**From:** Noah Hagey <[hagey@braunhagey.com](mailto:hagey@braunhagey.com)>  
**Sent:** Thursday, December 8, 2022 11:20 AM  
**To:** Hendelman, Aaron <[ahendelman@wsgr.com](mailto:ahendelman@wsgr.com)>  
**Subject:** Tari v Taro

EXT - [hagey@braunhagey.com](mailto:hagey@braunhagey.com)

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Aaron,

We have been retained by Tari to address Lightening Labs' infringement of the TARI® trademark through its development and launch of TARO. We have reviewed the parties' correspondence, LL's public statements about TARO, and the substantial overlap of the projects, etc. Before things go much further, I would like to have a frank, informal conversation. Let me know if you are available this afternoon. I have calls scattered around but will make myself available. Best,

Noah

J. Noah Hagey  
Managing Partner  
**B R A U N H A G E Y & B O R D E N L L P**  
Direct: (415) 599-0211  
Cell: (510) 332-7823

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